tion of extralateral rights may be prevented by the departure of the vein through a side line; since the drawing in of the boundaries might prevent the end lines from being parallel. COSTIGAN, MINING LAW, § 55 a (2). In reaching an opposite result the principal case is supported by one other case. *Watervale Mining Co.* v. *Leach*, 4 Ariz. 34.

PARTNERSHIP — RIGHTS, DUTIES, AND LIABILITIES OF PARTNERS INTER SE — ACCOUNTING FOR PROCEEDS OF ILLEGAL PARTNERSHIP. — The plaintiff, a married woman, cohabited with the defendant, a bachelor, under a partnership agreement to prove up a homestead in the defendant's name. They did so, sold the homestead, and part of the proceeds were invested in other land by the defendant under a subsequent agreement with the plaintiff. *Held*, that, since the illegal transaction was completed, the plaintiff is entitled to an accounting. *Mitchell* v. *Fish*, 134 S. W. 940 (Ark.).

When partners are engaged in a transaction contrary to public policy, courts will not aid one against the other, but will leave them where they are. *Snell* v. *Dwight*, 120 Mass. 9; *Jackson* v. *Executors of McLean*, 100 Mo. 130. But a transaction independent of the illegal business is valid. *Guilfoil* v. *Arthur*, 158 Ill. 600. Just how far collateral the transaction must be, that it may not be tainted by the original illegality, is a matter of much controversy. Some courts have decreed an accounting when the illegal business was completed, on the ground that the origin of the fund would not be investigated. *Planters' Bank* v. *Union Bank*, 16 Wall. (U. S.) 483. *Contra*, *Craft* v. *McConoughy*, 79 Ill. 346. Other courts will enforce a subsequent contract to divide the proceeds of the illegal transaction. *De Leon* v. *Trevino*, 49 Tex. 88. Many courts decree an accounting where the proceeds of the illegal venture have been reinvested. *Brooks* v. *Martin*, 2 Wall. (U. S.) 70. The test often suggested is whether the plaintiff must rely on the illegal transaction in order to maintain his case. *Woodward* v. *Bennett*, 43 N. Y. 273. See PAGE, CONTRACTS, § 527. Undoubtedly, also, the degree of illegality must be considered. Though the authorities are abundant establishing these exceptions to the general rule against aiding a party to an illegal transaction, there seem to be strong considerations against them, for their effect is that the illegal agreements actually are carried out. See *McMullen* v. *Hoffman*, 174 U. S. 639.

POWERS — GENERAL POWERS OVER PERSONALTY: WHAT LAW GOVERNS APPOINTMENT BY FOREIGN WILL. — The donee of an English power was domiciled in Holland. By the laws of Holland no person may dispose by will of over seven-eighths of his property, the devolution of the residue being prescribed by law. By a will executed in accordance with all the formal requisites of both countries, she left to her husband "all the property which the law would allow her to dispose of." *Held*, that the husband took the entire property subject to the power, not merely seven-eighths. *Re Pryce*, 130 L. T. 415, (Eng., Ch. D., Feb. 20, 1911). See NOTES, p. 654.

PUBLIC OFFICERS — COMPENSATION — RIGHTS OF DE FACTO OFFICERS. — During 1910 the plaintiff served as city marshal. His title to office, however, was invalid, for he had not been appointed in the manner prescribed by statute. He, nevertheless, performed all the duties of marshal and then sued for the salary. This he claimed was due him as *de facto* marshal, for no *de jure* officer had been appointed. *Held*, that he may recover the full salary. *Peterson* v. *Benson*, 112 Pac. 801 (Utah). See NOTES, p. 658.

RAILROADS — REGULATION OF RATES — POWERS OF THE STATES. — The state of Minnesota passed acts reducing intrastate freight rates from 7 to 25 per cent, and intrastate passenger rates $33\frac{1}{3}$ per cent, the new rates allowing

less than $3\frac{1}{2}$ per cent return on the capital invested. The stockholders of various railroads sued to enjoin the railroads and the state railroad commission from keeping the prescribed rates in force. *Held*, that, as the new rates are confiscatory and impose a burden on interstate commerce, an injunction should be granted. *Shepard* v. *Northern Pacific Ry. Co.*, 184 Fed. 765 (Circ. Ct., D. Minn.).

The limits of state control over intrastate commerce are hard to define. The states can tax foreign corporations for the privilege of engaging in intrastate commerce. *Pullman Co.* v. *Adams*, 189 U. S. 420; *Allen* v. *Pullman's Palace Car Co.*, 191 U. S. 171. But they cannot base that tax on the property of the corporations outside of the state, as that would burden interstate commerce. *Western Union Tel. Co.* v. *Kansas*, 216 U. S. 1. Under the exercise of their police power they can make and enforce regulations affecting interstate commerce. *Reid* v. *Colorado*, 187 U. S. 137. But these regulations must be reasonable. *Houston & Texas Central R. Co.* v. *Mayes*, 201 U. S. 321, 328. The decision of the principal case has greatly limited their power to regulate intrastate railroad rates. The master's report found that the results of the new rates must be either an unjust discrimination in favor of the Minnesota cities near the state line, and against cities that are just outside it, or a far-reaching readjustment of interstate rates, and that the railroads are practically forced to the latter. Thus a state's power to make any general reduction of rates is cut down, for a very slight reduction might produce such results.

RESTRAINT OF TRADE — MONOPOLY — CONTRACTS TO SELL AT FIXED PRICE. — The plaintiff manufactured proprietary medicines which it sold only under an extensive system of contracts with wholesale and retail druggists. The wholesalers, under contracts which purported to make them agents, agreed to resell only to designated retailers at fixed prices. The designated retailers bound themselves to maintain the prices set by the plaintiff. *Held*, that the system of contracts is invalid as in restraint of trade. *Dr. Miles Medical Co.* v. *Park & Sons Co.*, 31 Sup. Ct. Rep. 376.

This case probably settles the law on an important and comparatively new question. A single contract between manufacturer and dealer restricting the price of resale has been held valid as a not unreasonable restraint of trade. *Garst* v. *Harris*, 177 Mass. 72. But contracts between competing dealers fixing prices are invalid as tending toward monopoly. *Craft* v. *McConoughy*, 79 Ill. 346. The mooted question is, — shall the system of contracts between the manufacturer and the many competing dealers, quite as effectively restricting competition between the dealers, fare any better? The majority of the court feel that public policy requires a negative answer. The manufacturer need not sell at all, he may sell at what prices he will, but having sold, he has no right further to control prices by such "agreements restricting the freedom of trade on the part of dealers who own what they sell." The public is entitled to the benefit of this competition. The view of the dissenting opinion is that "the most enlightened judicial policy is to let people manage their own business in their own way, unless the ground for interference is very clear." For a criticism of a similar case, see 24 HARV. L. REV. 244.

RIGHT OF PRIVACY — NATURE AND EXTENT OF RIGHT. — The defendant merchants published a picture of the plaintiff without his consent in a newspaper advertisement. *Held*, that the plaintiff can recover for the invasion of his right of privacy. *Munden* v. *Harris*, 134 S. W. 1076 (Mo., Kansas City Ct. App.).

The plaintiff had judgment in an action to restrain the unauthorized use of his name or portrait for the purposes of trade by the defendant, and to recover damages for such use. The conditions requisite for an appeal in a personal injury